

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 16 PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 10/21/2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Centers for Disease Control and Prevention (PGO) Acquisition & Assistance Branch A 2920 Brandywine Road Atlanta, GA 30341-5539	CODE 2536	7. ADMINISTERED BY (If other than Item 6) Centers for Disease Control and Prevention (PGO) Acquisition & Assistance Branch VIII 2920 Brandywine Road Atlanta, GA 30341-5539		CODE 2536
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(√)	9A. AMENDMENT OF SOLICITATION NO. 2005-N-01789
			X	9B. DATED (See Item 11) 09/23/2005
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (See Item 13)
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers X is extended, \_\_\_ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 0 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached

Note: The due date for receipt of offers has been extended under Amendment 0002 to November 4, 2005

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME OF CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The following changes are as a result of a change in the contract type contemplated by the Government.

A. L.4, FAR 52.216-1 Type of Contract, is hereby replaced with the following:

**L.4 FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity, Time & Materials contract resulting from this solicitation.

B. Section B, Schedule of Supplies Or Services and Prices/Costs is hereby revised as attached.

C. The following section areas/clauses are hereby deleted:

B.3 Consideration – Cost Reimbursement Contract  
52.246-3, Inspection of Supplies – Cost Reimbursement (May 2001)  
52.246-5, Inspection of Services – Cost Reimbursement (Apr 1984)  
G.3 Voucher/Invoice Submission – Cost Contracts (Apr 2000)  
G.6 Reimbursement of Cost (Apr 2000)  
52.215-17, Waiver of Facilities Capital Cost of Money (Oct 1997)  
52.216-7, Allowable Cost and Payment (Dec 2002)  
52.229-6, Taxes – Foreign Fixed-Price Contracts (Jun 2003)  
52.232-22, Limitation of Funds (Apr 1984)  
52.242-3, Penalties for Unallowable Costs (Jan 2001)  
52.243-2, Changes- Cost-Reimbursement (Aug 1987)  
52.243-2, Changes- Cost-Reimbursement – Alternate II (Apr 1984)  
52.216-11, Cost Contract – No Fee (Apr 1984)  
52.232-20, Limitation of Cost (Apr 1984)  
J.1 Billing Instructions for Negotiated Cost-Type Contracts  
52.215-16, Facilities Capital Cost of Money (Jun 2003)  
HHSAR 353.232-75, Incremental Funding (Jan 2001)

D. The following FAR clauses are hereby added and incorporated by reference:

Section E  
52.246-6, Inspection – Time-and-Material and Labor Hour

Section I  
52.223-14, Toxic Chemical Release Reporting (Aug 2003)  
52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005)  
52.230-1, Cost Accounting Standards (Apr 1998)  
52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)  
52.243-3, Changes – Time-and-Materials or Labor Hours (Sep 2000)  
52.249-6 Alternate IV, Termination (Cost Reimbursement) (May 2004) Alternate IV (Sep 1996)

E. The following section areas/clauses are hereby revised, and are included in full text with changes italicized or denoted within the attached pages.

L.9, Systems Security  
L.12, Business Proposal Instructions  
M.2 Technical Strength More Important than Cost/Price

F. The following clauses are hereby added and/or included in full text within the attached pages.

G.3, Invoice Submission  
G.9, Maximum Amount and Payment  
K.14, FAR 52.230-1, Cost Accounting Standards Notices and Certification (Jun 2000) (Fill-in required)  
K.15, FAR 52.223.13, Certification of Toxic Chemical Release Reporting (Aug 2003) (Fill-in required)  
52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2005)

## Section B - Supplies Or Services And Prices/Costs

ITEM/SUB-LINE ITEM	SUPPLIES / SERVICES (Labor Category or Other Expenses)	QTY / UNIT	UNIT PRICE (Labor Rate)	ESTIMATED TOTAL PRICE (Not to Exceed)
0001	Base Period			Maximum Value
000101	Intellectual Property-related services as described under Section C, Statement of Work and as also <b><i>defined in various task orders to be issued.</i></b> Each order is	TBD on individual Task Orders		
02	comprised of burdened direct labor hours			
03	and unburdened other expenses. (See			
04	Section J.5.) Burdened direct labor hours			
05	include wages, fringe benefits, overhead,			
06	general and administrative expenses, and fee. *			
0002	*Unburdened (i.e., billed at acquisition or production costs with no additional markup) other expenses cost, include filing fees, drawings, faxing, telephone, courier, other delivery, foreign agent, translation service and other National Stage Costs. **			

\*Labor categories and rates will be incorporated for sub-line items above, at time of contract award, from Attachment J.5.

\*\*For all contract periods the contractor is entitled to payment for reasonable, allocable, and actual direct costs incurred under task orders issued, upon approval of the Contracting Officer or Ordering Officer.

### Option 1 Items:

ITEM/SUB-LINE ITEM	SUPPLIES / SERVICES (Labor Category or Other Expenses)	QTY / UNIT	UNIT PRICE (Labor Rate)	ESTIMATED TOTAL PRICE (Not to Exceed)
0003	Option Period 1 (Year 2)			Maximum Value
000301	Intellectual Property-related services as described under Section C, Statement of Work and as also <b><i>defined in various task orders to be issued.</i></b> Each order is	TBD on individual Task Orders		
02	comprised of burdened direct labor hours			
03	and unburdened other expenses. (See			
04	Section J.5.) Burdened direct labor hours			
05	include wages, fringe benefits, overhead,			
06	general and administrative expenses, and fee. *			
0004	Unburdened (i.e., billed at acquisition or production costs with no additional markup) other expenses cost, include filing fees, drawings, faxing, telephone, courier, other delivery, foreign agent, translation service and other National Stage Costs. **			

**Option 2 Items:**

ITEM/SUB LINE ITEM	SUPPLIES / SERVICES (Labor Category or Other Expenses)	QTY / UNIT	UNIT PRICE (Labor Rate)	ESTIMATED TOTAL PRICE (Not to Exceed)
0005	Option Period 2 (Year 3)			Maximum Value
000501	Intellectual Property-related services as described under Section C, Statement of Work and as also <b><i>defined in various task orders to be issued.</i></b> Each order is	TBD on individual Task Orders		
02	comprised of burdened direct labor hours			
03	and unburdened other expenses. (See			
04	Section J.5.) Burdened direct labor hours			
05	include wages, fringe benefits, overhead,			
06	general and administrative expenses, and fee. *			
0006	Unburdened (i.e., billed at acquisition or production costs with no additional markup) other expenses cost, include filing fees, drawings, faxing, telephone, courier, other delivery, foreign agent, translation service and other National Stage Costs. **			

**Option 3 Items:**

ITEM/SUB- LINE ITEM	SUPPLIES / SERVICES (Labor Category or Other Expenses)	QTY / UNIT	UNIT PRICE (Labor Rate)	ESTIMATED TOTAL PRICE (Not to Exceed)
0007	Option Period 3 (Year 4)			Maximum Value
000701	Intellectual Property-related services as described under Section C, Statement of Work and as also <b><i>defined in various task orders to be issued.</i></b> Each order is	TBD on individual Task Orders		
02	comprised of burdened direct labor hours			
03	and unburdened other expenses. (See			
04	Section J.5.) Burdened direct labor hours			
05	include wages, fringe benefits, overhead,			
06	general and administrative expenses, and fee. *			
0008	Unburdened (i.e., billed at acquisition or production costs with no additional markup) other expenses cost, include filing fees, drawings, faxing, telephone, courier, other delivery, foreign agent, translation service and other National Stage Costs. **			

**Option 4 Items:**

ITEM/SUB-LINE ITEM	SUPPLIES / SERVICES (Labor Category or Other Expenses)	QTY / UNIT	UNIT PRICE (Labor Rate)	ESTIMATED TOTAL PRICE (Not to Exceed)
0009  000901 02 03 04 05 06  0010	<p>Option Period 4 (Year 5)</p> <p>Intellectual Property-related services as described under Section C, Statement of Work and as also <b><i>defined in various task orders to be issued.</i></b> Each order is comprised of burdened direct labor hours and unburdened other expenses. (See Section J.5.) Burdened direct labor hours include wages, fringe benefits, overhead, general and administrative expenses, and fee.*</p> <p>Unburdened (i.e., billed at acquisition or production costs with no additional markup) other expenses cost, include filing fees, drawings, faxing, telephone, courier, other delivery, foreign agent, translation service and other National Stage Costs. **</p>	TBD on individual Task Orders		Maximum Value

**Option 5 Items:**

ITEM/SUB-LINE ITEM	SUPPLIES / SERVICES (Labor Category or Other Expenses)	QTY / UNIT	UNIT PRICE (Labor Rate)	ESTIMATED TOTAL PRICE (Not to Exceed)
0011  001101 02 03 04 05 06  0012	<p>Option Period 5 (Year 6)</p> <p>Intellectual Property-related services as described under Section C, Statement of Work and as also <b><i>defined in various task orders to be issued.</i></b> Each order is comprised of burdened direct labor hours and unburdened other expenses. (See Section J.5.) Burdened direct labor hours include wages, fringe benefits, overhead, general and administrative expenses, and fee.*</p> <p>Unburdened (i.e., billed at acquisition or production costs with no additional markup) other expenses cost, include filing fees, drawings, faxing, telephone, courier, other delivery, foreign agent, translation service and other National Stage Costs. **</p>	TBD on individual Task Orders		Maximum Value

**Option 6 Items:**

ITEM/SUB-LINE ITEM	SUPPLIES / SERVICES (Labor Category or Other Expenses)	QTY / UNIT	UNIT PRICE (Labor Rate)	ESTIMATED TOTAL PRICE (Not to Exceed)
0013	Option Period 6 (Year 7) Intellectual Property-related services as described under Section C, Statement of Work and as also <b><i>defined in various task orders to be issued.</i></b> Each order is comprised of burdened direct labor hours and unburdened other expenses. (See Section J.5.) Burdened direct labor hours include wages, fringe benefits, overhead, general and administrative expenses, and fee.*	TBD on individual Task Orders		Maximum Value
001301				
02				
03				
04				
05				
06				
0014	Unburdened (i.e., billed at acquisition or production costs with no additional markup) other expenses cost, include filing fees, drawings, faxing, telephone, courier, other delivery, foreign agent, translation service and other National Stage Costs. **			

### G.3 Invoice Submission

(a) The Contractor shall submit the original contract invoices/vouchers to the address shown below:

Centers for Disease Control and Prevention (CDC)  
Financial Management Office (FMO)  
P.O. 15580  
Atlanta, GA 30333

(b ) The Contractor shall submit 2 copies of the invoice/voucher or progress payment to the cognizant Contracting Office. These invoices/vouchers shall be addressed to the attention of the Contracting Officer to the below address:

Centers for Disease Control and Prevention (CDC)  
Procurement & Grants Office  
2920 Brandywine Rd.  
Atlanta, GA 30341

(c) The Contractor shall include (as a minimum) the following information on each invoice:

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Purchase Order/Contract Number and Task Order Number, if Appropriate
- (4) Invoice Number
- (5) Invoice Date
- (6) Contract Line Item Number and Description of Item
- (7) Quantity
- (8) Total hours, Unit Price & Extended Amount for each line item
- (9) Shipping and Payment Terms
- (10) Total Amount of Invoice
- (11) Total Amount billed to Date for all invoices for each contract period
- (12) Name, title and telephone number of person to be notified in the event of a defective invoice
- (13) Payment Address, if different from the information above
- (14) DUNS + 4 Number

(d) The Contractor ☒ is, ☐ is not, required to provide a copy of each of its voucher requests for reimbursement to the Project Officer ( or to the Task Order Project Officer or Technical Monitor if this is a task order contract) concurrently with submission to the Contracting Officer.

(e) The Contractor shall, in addition to the above requirements, submit a detailed breakout of costs as supporting backup and shall place the following signed Contractor Certification on each invoice/voucher submitted under this contract:

I certify that this voucher reflects (fill in Contractor's name) request for reimbursement of allowable and allocable costs incurred in specific performance of work authorized under Contract (fill in contract number)/Task (fill-in task order number, if applicable), and that these costs are true and accurate to the best of my knowledge and belief.

(Original Signature of Authorized Official)  
Typed Name and Title of Signatory

(f) In accordance with 5 CFR part 1315 (Prompt Payment), CDC's Financial Management Office is the designated billing office for the purpose of determining the payment due date under FAR 32.904.

(g) The Contractor shall invoice monthly for work completed in the previous month.

(h) Inquiries regarding payment of invoices should be directed to the CDC Financial Management Office, Customer Service line, 404-498-4050.

### **G.9 Maximum Amount and Payment (Oct 2005) (Applicable to individual task orders)**

(a) The maximum amount of the Government's liability under this Task Order shall not exceed \$\_\_\_\_\_ during performance of this Task Order.

(b) Payments will be made in accordance with FAR 52.232-7 (Aug 2005), "Payments Under Time and Materials and Labor Hour Contracts," incorporated by reference in Section I.

### **L.9 Systems Security (Feb 2000)**

Proposals must include a copy of the offeror's systems security policy and practices. The descriptions should address the following:

(a) A description of the facility(ies) that will be used during the project, and the physical security of the facility(ies).

(b) The procedures for protection, controlling, handling or accessing Government data and other Automated Information Systems (AIS) resources during performance of the project.

(c) The physical storage procedures to protect Government data and other AIS resources during performance of the project.

(d) Any required limitations on employees concerning the reproduction, transmission, or disclosure of data and project information.

(e) Procedures for the destruction of source documents and other contract related waste material.

(f) Personnel security practices and procedures. Including procedures for new and departing staff.

Offerors are referred to the "Information Security Program Policy," which may be accessed on <http://www.hhs.gov/read/irmpolicy/FINALHHSInformationSecurityProgramP.doc>.

### **L.12 Business Proposal Instructions (Oct 2005)**

The business proposal shall be comprised of the following elements:

(a) Contract Form [\(SF 33\)](#) and Representations and Certifications

The contract form found in Part I, Section A, and the Representations and Certifications contained in Part IV, Section K, of this Request for Proposal must be executed by an official authorized to bind the offeror.

(b) Contract Proposal Cover Sheet

The cover sheet of your Business Proposal must comply with FAR Table 15-2, which requires the following information (as applicable):

- Solicitation, contract, or modification number;
- Name and address of offeror;
- Name and telephone number of point of contact;
- Name, address, and telephone number of Cognizant Contract Administration Office;
- Name, address, and telephone number of Cognizant Audit Office;

- Proposed ~~costs-~~ Labor Rates & Other Direct Costs (Attachment J.5, Worksheet A, should be used as a guide for proposed labor rates.) Attachment J.5, Worksheet B, under Section J should be used as a guide to calculate proposed costs for each sample Request for Task Order Proposal.
- The following statement: “This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions set forth in FAR 15.403-5(b)(1) and FAR Table 15-2. By submitting this proposal, the offeror, if selected for discussions, grants the Contracting Officer or an authorized representative the right to examine, at any time prior to award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.”;
- Date of submission;
- Name, title, and signature of authorized representative.

(c) Cost Data Information

All Cost Data will be evaluated. Offerors shall submit supporting cost data. This cost data will be used to establish the reasonableness of the proposed amounts as well as to perform any required cost realism analysis. If applicable, the estimated cost of each phase, option or segment of the offered work shall be itemized. In addition, the total proposed amount, including all phases, options or segments shall be provided. Inasmuch as it may be necessary to authorize performance of the project by phases or a group of phases, the extent that these are severable should be indicated, together with the effect, if any, of such severance upon the estimated cost. The itemized cost and the rationale for individual cost categories shall be furnished as follows:

(1) Direct Labor: (See Attachment J) Provide a time-phased breakdown of labor hours, rates and cost by appropriate category, and furnish basis for labor hour and labor rate estimates (if direct labor rates are based on a current salary schedule, provide the salary schedule as an attachment. Otherwise, provide an excerpt of the current payroll register, tracing the individual or category to the rates being proposed);

(2) Fringe Benefits: Show fringe benefits if not included in Direct Labor, as a separate cost category. Include the rate(s) and the method of calculating the fringe benefits. Provide a copy of the fringe benefit rate and institutional guidelines;

(3) Subcontracted Items: Conduct cost analyses for all cost reimbursement type subcontracts. Include these analyses as part of your own cost submissions for subcontracts (see FAR Subpart 44.2 for information required to support a request for subcontract consent); Identify any subcontracts. See Section I.19, Subcontracts.

(4) Travel: Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for the proposed costs. A copy of your corporate travel policy shall be submitted with your proposal. Actual travel costs will be negotiated for each task order individually.

(5) Other Direct Costs: Provide a breakdown of all other costs not otherwise included in the categories listed above (e.g., computer services, photocopying costs) and provide the basis for these proposed cost (basis for your estimate). Identify any areas of fixed cost schedule, ie., maintenance fee payment, etc. Provide Schedule if available.

~~(6) Indirect Costs: Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Provide a copy of your current approved indirect cost rate agreement, including location and application of indirect cost rates to this proposal (including major subcontracts);~~

~~—————(7) Facilities Capital Cost of Money: If you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10);~~

(d) Accounting System Financial Information

~~In the event you do not have a Government approved accounting system and/or have never had a Government cost reimbursement contract, the following is required (include major subcontracts) to be submitted with your proposal:~~

~~Description of your present accounting system and any changes contemplated as a result of your proposal; Make-up or basis for the indirect cost rate(s) you propose in response to this RFP;~~

Current financial statement (balance sheet and/or profit and loss statement for the last two years).

(e) Subcontracting Plan

The Offeror, (if a large business concern), must submit an acceptable subcontracting plan prior to award of a contract (in accordance with FAR 52.219-9) or demonstrate that no subcontracting opportunities exist. This requirement does not apply to small business concerns.

(f) Other Administrative Data

- Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP or exceptions noted. In addition, it must contain a statement to the effect that it is firm for a period of at least 150 days from the date of receipt by the Government;
- List name and telephone number of person to contact regarding your proposed accounting system;
- Your proposal must list any current commitments with the Government relating to the work or services and indicate whether these commitments will or will not interfere with the completion of work and services as contemplated under this proposal;
- Your proposal must identify any former HHS employee to be utilized on this project by providing the individual's name when employed by HHS, where employed, when employed, and the capacity in which employed;
- Your proposal must indicate whether you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. (If not, indicate the amount required and the anticipated source.);
- It is HHS policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government furnished property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal a description and the estimated cost of each item, and state whether you propose to furnish the item with your own funds. You must identify all Government-owned property in your possession that you propose to use in performing the prospective contract.
- A Certificate of Current Cost or Pricing Data (See FAR 15.406-2) shall be submitted prior to award if requested by the Contracting Officer

## **M.2 Technical Strength More Important than Cost/Price (Oct 2005)**

Offerors are advised that in proposal evaluation paramount consideration shall be given to technical proposals rather than to cost or price unless, as a result of technical evaluations, proposals are judged to be essentially equal, in which case cost or price shall become the determining factor. Furthermore, cost/price will be evaluated on the basis of price reasonableness and cost realism which is defined as costs of an offeror's proposal are found to be realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. Discussions, if held, will be conducted only with those offerors determined to be within the competitive range.

Award shall be made to that responsible offeror submitting the proposal (Technical and Business) determined to be the most advantageous and the best value to the Government as evaluated under the criteria described in this Section.

(End of Clause)

### **52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas..

(End of provision)

## 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

(End of provision)

## **52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2005)**

THE GOVERNMENT WILL PAY THE CONTRACTOR AS FOLLOWS UPON THE SUBMISSION OF INVOICES OR VOUCHERS APPROVED BY THE CONTRACTING OFFICER:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor—

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall—

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) *Ceiling price.* The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice

designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) *Interim payments.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of clause)